

CONTRACT FOR ATTORNEY SERVICES

Re: Terry Bargaines

Date of Loss:

Possible Defendant (s): The Rave Cinema

I hereby retain you, Blake R. Maislin and the Law Offices of Blake R. Maislin, LLC, as my attorney in the above-captioned case and all claims arising out of said claim. I understand that you will represent me in all stages of this proceeding and will diligently prosecute this case to the best of your ability until settlement is reached or the complaint is filed and judgement results.

I understand that it is important that you be able to communicate with me throughout these proceedings. I therefore agree to keep you advised of my whereabouts at all times and to cooperate at all times in the preparation and trial of my case or cases, to appear upon reasonable notice to me for depositions and court appearances and to comply with all reasonable requests made of me in connection with the preparation and presentation of my case; if I fail to do so, you may withdraw as my attorney at any time after reasonable notice or reasonable attempts to notify me.

You may, but are not required to, pre-pay the expenses of my litigation, including, but not limited to, costs of investigation, photocopy expenses, telephone bills, filing fees, court reporters, depositions, court costs, expert witness fees, jury fees, appeal fees, and any other costs necessary to a proper conclusion of my case. I agree to reimburse your office for any such expenses advanced on my behalf and such reimbursement on demand. I agree that my failure to pay such expenses may be cause for you to withdraw as my attorney. I shall permit you to subtract and pay from the gross amount received, all fees and any related outstanding expenses and costs from any amount recovered.

If you continue as attorney for my case and if no amount of settlement or judgement is received, I shall owe nothing for the services rendered.

I understand that your customary hourly fee for this type of litigation is Two Hundred Twenty-Five and 00/100 Dollars (\$225.00) per hour. You may employ co-counsel to aid in my case and share your fee and the responsibilities of this case, at no additional cost to me, but you must first have my consent.

I understand from you that there are no guarantees as to a result in binding arbitration or litigation. You have assured me that no settlement of my case will be had unless and until I have been presented with each and every offer (if any) of settlement offered by the defense. It is and will be my personal decision to accept or reject any such offers. I understand that I am hiring you to assist me in attempting to achieve a satisfactory settlement and I will consider your advice throughout the handling of this matter as to what is a reasonable settlement offer. I may reject any offer which you have indicated should be accepted as a reasonable offer, but I understand that I would be doing so at my own peril and recognize that a verdict for the defendant(s) is a real possibility in this type of litigation or binding arbitration. I understand that any offer which is made by a defendant may be withdrawn at any time and that the defendant is under no obligation to make any offer whatsoever. It is expressly understood that any settlement of my case must be with my consent.

I have agreed that I would prefer a contingency fee arrangement rather than pay an hourly billing during the work on my file. Such terms are as follows:

IF NOTHING is recovered for me, I will owe NO fee;
THIRTY-THREE AND 1/3 PERCENT (33 1/3%) of any amount recovered; and
FORTY PERCENT (40%) of any amount recovered in event of an appeal.

I hereby agree that you may charge an additional \$100 document fee for each loan I may take when the proceeds of this case are used as collateral. These loans are voluntary and do not aid in the success of this case.

I hereby agree that, one year after my case has resolved, you may destroy my file without further notice to me.

CLIENT: X

Teri Bargainer

Approved this 16 day of Sept, 2013.

BY:

[Signature] (BLAKE R. MAISLIN, ATTORNEY)